

# EXHIBIT A



March 27, 2003

Mr. Graham Hill and Mr. James N. Mills  
St. Louis Motorsports  
One Arnage Boulevard  
St. Louis, MO 63005

Dear Messrs. Hill and Mills,

Thank you for your interest in becoming an authorized Maserati dealer. Based on our discussions and your stated commitments, MNA is willing to enter into a dealer agreement with you (i.e., the dealership entity to be owned by you) specifically contingent upon your meeting, on a timely basis as indicated herein, all of the following terms and conditions of this letter of intent (the "Letter of Intent").

1. The new Maserati retail business will be located at your current facility at One Arnage Boulevard, St. Louis, MO and will commence operations no later than May 31, 2003.
2. The Maserati retail business will operate in a dedicated and exclusive environment to be located on the left side of your existing Bentley showroom when looking at the building from the front.
3. The new dealer entity ("Dealer") will submit to Maserati North America, Inc. ("MNA"), for its review and approval, design renderings and plans of the interior and exterior of the facility in sufficient detail so as to accurately display the design, signage, allocation of building space, work bay/lift space and materials of said facility. A review will be performed ninety (90) days after commencement of dealership operations, and Dealer agrees to abide by the findings of this review, to ensure the facility complies with Maserati Corporate Identity standards in line with the facility requirements established by MNA for dealerships projected to retail between 20 and 40 new Maserati automobiles per year. Dealer understands and agrees that Dealer's failure to satisfy the immediately preceding conditions within this period will constitute a material and fundamental violation of this Letter of Intent and the Maserati Dealer Agreement.
4. The Maserati facility will comply with MNA internal and external Corporate Identification ("CI") requirements, as promulgated by MNA's CI vendor who



will charge your Company a fee for their services. All CI elements will also be charged directly to your Company.

5. Dealer will complete a Maserati Application for Authorized Dealer Agreement and submit to Maserati within 30 days of receipt. Dealer understands that the approval granted within this document is contingent upon a satisfactory review and approval of the Maserati Application for Authorized Dealer Agreement.
6. Dealer will submit a pro forma opening Financial Statement, to reflect capitalization and expense projections that are consistent with Maserati dealers projected to retail between 20 and 40 new Maserati automobiles per year.
7. Dealer must comply with all the MNA Facility Standards.
8. Dealer must comply with all the MNA Capital and Operating Standards.
9. Dealer will provide appropriate space for used vehicles in accordance with MNA standards.
10. Dealer will provide a dedicated Maserati Team including but not limited to a full time dedicated Sales Manager, technician and parts counter person. You agree to add additional Maserati personnel in line with future growth of Maserati sales volumes.
11. The Maserati Sales Manager needs to be employed by May 1, 2003.
12. In the workshop, you will initially provide a minimum of two dedicated Maserati work bays with lifts clearly identified in the Maserati CI.
13. You will purchase all special Maserati tools and diagnostic equipment to be specified by MNA Technical Department.
14. You will provide a separate and clearly identified space within your parts area for Maserati replacement parts.
15. You will stock the initial parts kit to be defined by MNA.
16. You will prepare a marketing and business plan for the Maserati business in your market including your plans to market, sell and service Maserati vehicles and provide Maserati customers with a superior ownership experience. This plan must be submitted to MNA for approval by May 1, 2003.



17. You will execute the Maserati Dealer agreement that is offered to all Maserati Dealers. This Letter of Intent will become an addendum to your Maserati Dealer Agreement and will be considered an integrated part of that Agreement.
18. This Letter of Intent is not a Maserati dealer agreement. You will only obtain the right to sell and service new Maserati vehicles at such time that you and Maserati North America execute a Maserati Dealer Agreement.

If you agree to the terms and conditions as set forth above, please signify by signing below, where indicated.

Sincerely,

A handwritten signature in black ink, appearing to read "Jack Clarke".

Jack Clarke  
Director of Business Development

cc: M. Parlato  
R. Sherbert  
M. Libbey  
D. Wertheim

I have read the above terms and conditions, and agree to be bound by same.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)